

State of Utah

Department of Natural Resources

MICHAEL R. STYLER Executive Director

Division of Oil, Gas & Mining

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.

GARY R. HERBERT Lieutenant Governor

March 27, 2007

Mr. Dale Snyder Absolute Mining & Minerals, LLC 7752 North 9150 West Lehi, Utah 84043

Subject: Second Request for Complete Reclamation Contract and Surety Rider to BLM

Surface Management Personal Bond, Dale Snyder aka Absolute Mining &

Minerals, LLC, Ammi Mine Site, S/019/035, Grand County, Utah

Dear Mr. Snyder:

The Division must receive an executed bond rider to the Surface Management Personal Bond that is being administered by the BLM. Please contact the BLM for more information about signing this rider and sending a copy of it to the Division. In addition, the enclosed small mine reclamation contract must be completed, signed and notarized and returned to the Division. Please direct your immediate attention to these important tasks.

Failure to furnish and maintain reclamation surety may result in permit withdrawal after notice and opportunity for board hearing, cessation of mining operations, and/or requirement to reclaim all lands affected.

Please direct inquiry and correspondence to Ms. Beth Ericksen, Minerals Surety Coordinator, (801) 538-5318 or bethericksen@utah.gov.

Sincerely,

Daron Haddock

Permit Supervisor

Minerals Regulatory Program

of Haddork

DRH:BE:pb #2 Fed Ex

cc

Paul Baker, DOGM

Beth Ericksen, DOGM

Opie Abeyta, BLM (Opie Abeyta@blm.gov)

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Sender's Vickie Southwick Phone (80/1538-5304	FedEx 2Day Second business day,* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Exvpress Saver Third business day,* Saturday Delivery NOT available. FedEx Environe Third Susiness day,* Saturday Delivery NOT available.
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2 Your Internal Billing Reference First 24 characters will appear on invoice.	FedEx Envelope* FedEx Pak* FedEx Box FedEx Large Pak, and FedEx Sturdy Pak FedEx Large Pak, and FedEx Sturdy Pak Include FedEx address in Section Include FedEx address in Section FedEx Pak* FedEx Pak* FedEx FedE
Recipient's Dale Snyder Phone (907) 245-3474	SATURDAY Delivery HOLD Weekday at FedEx Location
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Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available upon request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Our liability in connection with this shipment is limited to the lesser of your actual damages or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

- . We won't be liable:
 - for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
 - if you or the recipient violates any of the terms of our Agreement.
 - for loss of or damage to shipments of prohibited items.
 - for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for a FedEx Envelope, FedEx Pak, or FedEx Sleeve shipment is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of extraordinary value, in which case the highest declared value allowed is \$500.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$100, \$500, or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim.

Within nine months (from the ship date) after you notify us of your claim, you must send us all the information you have about it. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

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